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April 29, 2004

VIA HAND DELIVERY

Honorable Kim Beals, Esq., Hearing Officer c/o Sharla Dillon, Docket & Records Manager Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee, 37243-0505

> RE: Petition of T-Mobile USA, Inc.

> > ċ

Under the Telecommunications Act of 1996

TRA Consolidated Docket # 03-00585

Dear Hearing Officer Beals:

Pursuant to the Modified Procedural Schedule in the above-captioned matter, enclosed please find two copies of each of the following:

- (i) Response of T-Mobile USA, Inc. to the Interrogatories and Request for Production of Documents and Things Submitted to the CMRS Providers by the Rural Independent Coalition; and
- Responsive Documents referenced in the Response (the "Responsive (i1) Documents").

As the Responsive Documents contain confidential information, T-Mobile USA, Inc. respectfully requests confidential treatment of such Responsive Documents. Both the original and copy of the Responsive Documents are contained in those two separate envelopes marked confidential.

Honorable Kim Beals, Esq., Hearing Officer April 29, 2004 Page 2

Also enclosed is an additional copy of the response to be "Filed Stamped" for our records. If you have any questions or need additional information, please let me know.

Regards,

J. Gray Sasser

JGS/ktr enc.

cc: Marin Fettman, T-Mobile USA, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

Petition of:)	
Cellco Partnership d/b/a Verizon Wireles for Arbitration Under the Telecommunications Act of 1996)))	Consolidated Docket No. 03-00585
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RESPONSE OF T-MOBILE USA, INC. TO THE INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS SUBMITTED TO CMRS PROVIDERS BY THE RURAL INDEPENDENT COALITION

T-Mobile USA, Inc. and its Affiliates, including Powertel/Memphis, Inc.,
Powertel/Kentucky, Inc., Powertel/Birmingham, Inc., and Powertel/Atlanta, Inc. (collectively,
"T-Mobile"), hereby responds to the Interrogatories and Requests for Production of Documents
and Things Submitted to the CMRS Providers by the Rural Independent Coalition. T-Mobile
notes that it expressly reserves the right to supplement or otherwise amend these responses if
appropriate.

GENERAL OBJECTIONS

GENERAL OBJECTION NO. 1: T-Mobile objects to all interrogatories and requests for production involving documents or data from jurisdictions other than Tennessee. Such documents or data have no application to the present dispute and are irrelevant to a determination of the issues raised in this arbitration. Therefore, in responding to interrogatories and requests for production, T-Mobile responses will be limited to information that relates to the State of Tennessee.

GENERAL OBJECTION NO. 2: T-Mobile objects to these interrogatories and requests for production demands on the grounds that they are vague and ambiguous, and potentially overbroad with respect to the phrase "rural Independent" used throughout these discovery requests. Accordingly, for the purposes of T-Mobile's responses, the term "rural Independent" will refer to any and/or all of the carriers identified on the list of "The Coalition of Small LECs and Cooperatives" found on the first page of the submitted discovery requests and, therefore, referred to herein collectively as "the Coalition" or individually as a "Coalition member."

GENERAL OBJECTION NO. 3: T-Mobile objects to these interrogatories and requests for production on the grounds that and to the extent that the information sought is privileged as (1) attorney-client communications, (2) attorney work-product, (3) prepared in anticipation of litigation or (4) otherwise privileged. No such information will be provided.

GENERAL OBJECTION NO. 4: T-Mobile further objects to these interrogatories and/or requests for production to the extent they are purportedly propounded in Tennessee Regulatory Authority ("TRA") Docket No. 00-00523, the Generic Docket Addressing Rural Universal Service. Discovery has not been authorized in that docket. Therefore, the responses given herein by T-Mobile do not and shall not apply to TRA Docket No. 00-00523.

THESE GENERAL OBJECTIONS ARE SPECIFICALLY INCORPORATED INTO EACH OF THE RESPONSES THAT FOLLOW, WHETHER OR NOT SPECIFICALLY SET FORTH.

INTERROGATORIES

1. State the number of minutes of traffic per month that your company originated in the MTA (i.e., the Nashville MTA and any other MTA that you identify as relevant to your

interconnection request that is the subject of this arbitration proceeding) and terminated to each rural Independent for the prior 24 month period.

RESPONSE: See General Objection No. 4 in particular. T-Mobile also objects to Interrogatory No. 1 to the extent it assumes or implies that T-Mobile has the responsibility to identify and measure T-Mobile-originated traffic terminated to a Coalition member, or retain records regarding such traffic. T-Mobile affirmatively states, to the contrary, that it is each Coalition member's responsibility to make arrangements to identify and measure the traffic originated by T-Mobile that terminates on that Coalition member's network. See, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, 11 FCC Rcd 15499, ¶ 1045 (rel. August 8, 1996).

T-Mobile further objects to this interrogatory on the grounds that that this information, to the extent it exists, is already in the possession of the Coalition members since it is T-Mobile's understanding that BellSouth has available, and may have been providing to each Coalition member, records that identify the minutes of traffic per month that T-Mobile originates and is delivered to each Coalition member via BellSouth in Tennessee.

Subject to and without waiving its objections, T-Mobile responds that absent the establishment of a billing arrangement with a Coalition member, and the commencement of billing by such Coalition member, T-Mobile does not in the ordinary course of business measure, record, retain and retrieve T-Mobile-originated monthly traffic data from particular MTAs to each of the Coalition member's networks. T-Mobile, however, reserves the right to supplement this response in the event it develops the ability to measure such traffic.

2. Describe the terms and conditions pursuant to which your company has terminated traffic to each rural Independent covering the period from August 8, 1996 to the present.

RESPONSE: See General Objection Nos. 1, 2 and 4 in particular. T-Mobile also objects to this interrogatory on the grounds that it is overbroad in temporal scope and seeks information that is neither relevant to the subject matter of this proceeding nor likely to lead to the discovery of relevant information. T-Mobile further objects to this interrogatory on the grounds that it is vague and ambiguous with respect to the phrase "terminated traffic." Subject to and without waiving its objections, and to the extent that "terminated traffic" refers to "Telecommunications Traffic" as defined at 47 C.F.R. § 51.701, T-Mobile responds that, as a general matter, it currently terminates Telecommunications Traffic to local exchange carriers with whom it does not have a direct interconnection arrangement (which T-Mobile is informed and believes includes at least certain Coalition members) pursuant to the terms of its interconnection agreement with BellSouth (identified below in Response to Document Demand No. 1). Although the terms of that agreement speak for themselves, T-Mobile further notes that the agreement essentially provides for BellSouth to deliver T-Mobile's traffic to third-party carriers that subtend the BellSouth tandem (i.e., transit traffic) and to likewise deliver the thirdparty's traffic to T-Mobile. Although T-Mobile pays BellSouth for delivering its traffic to thirdparty carriers, it does not receive payment for terminating the third-party traffic that is otherwise delivered to T-Mobile by BellSouth from third-party carriers, including but not limited to Coalition members. T-Mobile is further informed and believes that BellSouth compensates the Coalition members for certain transited traffic originated by T-Mobile.

3. State the amount of compensation per month that your company has paid each rural Independent for the termination of traffic provider during the past 24 months.

RESPONSE: See General Objection Nos. 1, 2 and 4 in particular. See also Response to Interrogatory No. 2. T-Mobile further objects to this interrogatory on the grounds that it is vague and ambiguous with respect to the phrase "terminated traffic." Subject to and without waiving its objections, and to the extent that "terminated traffic" refers to "Telecommunications Traffic" as defined at 47 C.F.R. § 51.701, T-Mobile responds that it has not made any payments to Coalition members for the termination of Telecommunications Traffic, although it is T-Mobile's understanding that BellSouth makes, or has made in the past, certain payments to Coalition members for some portion of the transited traffic terminated by the Coalition members based on some arrangement between the Coalition members and BellSouth.

4. Describe any arrangements, contracts or agreements that address or refer to any terms and conditions that establish an existing or contingent obligation of your company to compensate or reimburse Bellsouth with respect to any charges paid by BellSouth to any rural Independent.

RESPONSE: See General Objection Nos. 1, 2 and 4 in particular. T-Mobile further objects to this interrogatory on the grounds that it is vague and ambiguous with respect to the phrase "existing or contingent obligation" and with respect to the phrase "any charges paid by BellSouth." Pending further clarification of this interrogatory, T-Mobile cannot respond further at this time, although it does note that any and all current T-Mobile obligations to BellSouth that relate to the exchange of Telecommunications Traffic or the transiting of such traffic are

contained in the interconnection agreements identified in the Response to Request of Production No.1 below.

5. With reference to Section 51.701(c) of the Rules and Regulations of the FCC, describe all existing points of interconnection between your company and each rural Independent and any interconnection point your company seeks to establish with a rural Independent.

RESPONSE: See General Objection Nos. 1, 2, 3, and 4 in particular. T-Mobile objects to Interrogatory No. 5 on the grounds that it is vague and ambiguous with respect to the phrases "points of interconnection" and "interconnection points." Subject to and without waiving its objections, and to the extent that Interrogatory No. 5 seeks identification of the physical point(s) at which traffic originated on one party's network is handed off to the network of the terminating party, as agreed upon between the parties for reciprocal compensation purposes, T-Mobile responds that it is interconnected to the BellSouth network at the various BellSouth tandems throughout Tennessee and that it is further informed and believes that the Coalition members are likewise interconnected to the BellSouth tandems. T-Mobile desires to continue to use the current network arrangement unless and until the traffic between T-Mobile and a particular Coalition member warrants a direct connection. Under the current network configuration, traffic originated on a Coalition member's network that is delivered to BellSouth is, in turn, handed by BellSouth to T-Mobile at the same point at which BellSouth is interconnected with T-Mobile. For any given Coalition member, this point should be at the BellSouth LATA tandem that is subtended by the Coalition member and T-Mobile. Traffic originated by the T-Mobile network that is delivered to BellSouth is, in turn, handed by BellSouth to the Coalition member's network at the same point at which BellSouth is interconnected with the Coalition member. For any

given Coalition member, this point should be at the existing "meetpoint" between BellSouth and the Coalition member.

6. Does all traffic originating on your network and destined to terminate on the network of a rural Independent currently interconnect indirectly through BellSouth? If the answer is no, please describe the geographic area from which any such traffic originates and describe the interconnection arrangement used to terminate the traffic to the rural Independent.

RESPONSE: See General Objection Nos. 1, 2 and 4 in particular. T-Mobile further objects to this interrogatory on the grounds that it is overbroad with respect to its reference to "all traffic originating on your network..." Subject to and without waiving its objections, and with the exception of any mobile-originated traffic delivered directly by IXCs to the Coalition members (if any), T-Mobile responds that it is informed and believes that all of its mobile-originated traffic to the Coalition members' customers is delivered through the BellSouth tandems.

7. Does your company provide local exchange service in Tennessee?

RESPONSE: See General Objection No. 4 in particular. T-Mobile also objects to Interrogatory No. 7 on the grounds that it is vague and ambiguous with respect to the phrase "local exchange service." T-Mobile also objects to this interrogatory to the extent it calls for a legal conclusion. Subject to and without waiving its objections, and to the extent that the phrase "local exchange service" refers to "telephone exchange service," T-Mobile responds that in the Federal Communications Commission's (FCC) First Report and Order on Local Competition, 11 FCC Rcd 15499 (1996), the FCC found that wireless carriers provide "telephone exchange

service" (para 1012-1015). However, the FCC declined to treat CMRS providers as local exchange carriers or to subject them to the duties and obligations imposed on incumbent LECs under section 251(c). First Report and Order at ¶ 1004-1006.

8. Does your company provide customer rate plans with unlimited usage (irrespective of day or time of day) within a geographic area that overlaps with the area served by any rural Independent and permits unlimited calling to customers of that rural Independent. If yes, please identify the geographic area and provide copies of the rate plan.

RESPONSE: See General Objection Nos. 1, 2 and 4 in particular. T-Mobile further objects to this Interrogatory No. 8 on the grounds that it seeks information that is neither relevant to the subject matter of this proceeding nor likely to lead to the discovery of relevant information. Subject to and without waiving its objections, T-Mobile responds that it does not currently provide customer rate plans with unlimited usage regardless of both the day of the week and the time of the day.

REQUESTS FOR PRODUCTION

1. Provide copies of all effective interconnection agreements approved by the TRA (or its predecessor) between your company and BellSouth covering the period from August 8, 1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

RESPONSE: See General Objection Nos. 4 in particular. T-Mobile further objects to this document demand on the grounds that it is vague and ambiguous with respect to the phrase

"Meet-Point Billing Arrangement." T-Mobile also objects to this demand on the ground the information sought is equally available to the Coalition members on the TRA website. In addition, T-Mobile objects to this demand on the grounds that it is overbroad in temporal scope. Subject to and without waiving its objections, and to the extent this demand is limited to the time period after September 2000 and that the phrase "Meet-Point Billing Arrangement" refers to "the exchange of billing data relating to jointly provided switched access calls and Intermediary Traffic" (as defined in the BellSouth interconnection agreements), T-Mobile identifies (a) anagreement, dated September 23, 2000, between BellSouth Telecommunications, Inc. and Powertel, Inc., and (b) an agreement, dated May 1, 2003, between BellSouth Telecommunications, Inc. and T-Mobile USA, Inc. The latter agreement contains a provision that constitutes a "Meet-Point Billing Arrangement," and both agreements may be obtained directly from the TRA's website.

2. Provide copies of all other agreements, contracts and documents that reflect any service arrangements between your company and BellSouth covering the period from August 8, 1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

RESPONSE: See General Objection Nos. 1, 3, and 4 in particular. See also Response to Request for Production No. 1. T-Mobile further objects to this document demand on the grounds that it is vague and ambiguous with respect to the phrase "any service arrangements," and is otherwise overbroad and overly burdensome. T-Mobile also objects on the grounds that it seeks information that is neither relevant to the subject matter of this proceeding nor likely to lead to the discovery of relevant information (e.g., it is unclear how an arrangement for BellSouth to

provide local phone service at tariffed rates could be relevant to this proceeding). Subject to and without waiving its objections, and pending further clarification of this request, T-Mobile responds that is has identified all interconnection agreements with BellSouth in its Response to Request for Production No. 1 above.

3. Provide copies of all correspondence or any other documented communications between your company and BellSouth (including, but not limited to, correspondence between counsel) that address, discuss, or refer to "meet-point billing" or any interconnection arrangement that is associated with traffic terminated on a rural Independent network.

RESPONSE: See General Objection Nos. 1, 2, 3, and 4 in particular. T-Mobile further objects to this document demand on the grounds that it is vague and ambiguous with respect to the phrase "Meet-Point Billing Arrangement." T-Mobile also objects to this demand on the grounds that the information sought is equally available to the Coalition members to the extent Coalition members were involved in any proceedings where the exchange of Telecommunications Traffic between CMRS providers and Coalition members was discussed. Subject to and without waiving its objections, and to the extent that the phrase "Meet-Point Billing Arrangement" refers to "the exchange of billing data relating to jointly provided switched access calls and Intermediary Traffic" (as defined in the BellSouth interconnection agreements), T-Mobile will produce all non-privileged documents between it and BellSouth that refer to the May 2003 interconnection agreement identified above. T-Mobile further reserves the right to supplement and/or amend this response if appropriate.

4. Provide copies of all filings by your company (including, but not limited to comments and *ex partes*) before the Federal Communications Commission in CC Docket 01-92.

RESPONSE: See General Objection No. 4 in particular. T-Mobile further objects to Request for Production No. 4 on the grounds that such copies are public documents that may be obtained directly from the FCC and are thus equally available to the Coalition members. No such documents will be produced at this time.

5. Provide copies of any agreements that set forth the terms and conditions identified in response to Interrogatory No. 2.

RESPONSE: See General Objection Nos. 1, 2, and 4 in particular. See Response to Request for Production No. 1 above.

6. Provide copies of any arrangements, contracts or agreements described in response to Interrogatory No. 4.

RESPONSE: See General Objection Nos. 1, 2 and 4 in particular. See Response to Interrogatory No. 4. Subject to further clarification, no such documents can be identified at this time.

7. Provide copies of any agreements, including but not limited to interconnection agreements and settlement agreements, entered into by your company, BellSouth and one or more local exchange companies (other than BellSouth) that address any issues that are similar to the issues pending in this proceeding. Include all such agreements irrespective of whether the agreement is effective in Tennessee or any other state.

RESPONSE: See General Objection Nos. 1, 2 and 4 in particular. T-Mobile further objects to Request for Production No. 7 on the grounds that it is vague and ambiguous with respect to the phrase "similar to the Issues pending in this proceeding." Subject to and without waiving its objections, and pending further clarification from the Coalition members, T-Mobile cannot respond further at this time.

OATH

STATE OF <u>California</u>)
COUNTY OF <u>Alameda</u>)

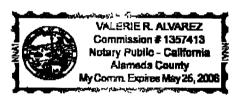
I, Greg Tedesco, on behalf of T-Mobile USA, Inc., being first duly sworn according to law, make oath that the preceding responses to the Interrogatories and Requests for Production of Documents and Things Submitted to CMRS Providers by the Rural Independent Coalition are true, accurate and correct to the best of my knowledge, information and belief.

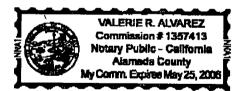
On Behalf of:

By. Greg Tedesco

Its Director of Regulatory Affairs

Sworn to and subscribed before me this 27 day of April 2004





Notary Public T. Obland

My Commission Expires: May 25, 200 6

Respectfully submitted,

Dan Menser, Sr. Corporate Counsel Marin Fettman, Corporate Counsel T-Mobile USA, Inc. 2380 Bisso Lane, Suite 256 Concord, CA 94520-4821

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CERTIFICATE OF SERVICE

I hereby certify that on April 29, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

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